

NOTICE OF SOLICITATION

SERIAL 04150-RFP

REQUEST FOR PROPOSAL FOR: EDUCATIONAL DATA MANAGEMENT SYSTEM, SOFTWARE & SERVICES –MCSOS (NIGP 92007)

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on <u>OCTOBER</u> <u>20, 2004</u>, for the furnishing of the following for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 04150-RFP REQUEST FOR PROPOSAL FOR EDUCATIONAL DATA MANAGEMENT SYSTEM, SOFTWARE & SERVICES - MCSOS (NIGP 92007)."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A http://www.maricopa.gov/materials. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

INQUIRIES:

STAN FISHER
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3274

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON OCTOBER 4, 2004, 9:00 A.M. AT THE MARICOPA COUNTY ADMINISTRATIVE OFFICES, ASPEN/BIRCH CONFERENCE ROOM, 3RD FLOOR, 301 W. JEFFERSON ST., PHOENIX, AZ 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/advbd.asp

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NOTICE

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NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

NO RESPONSE

Proposers not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04150 -RFP

Responses must be received **BY 2:00 P.M., OCTOBER 20, 2004**. Proposers failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04150 -RFP
TITLE: EDUCATIONAL DATA MANAGEMENT SYSTEM, SOFTWARE & SERVICES - MCSOS (NIGP 92007)

CONTRACTOR NAME:

ADDRESS:

PHONE:

CONTACT:

REASON FOR NO PROPOSAL:

Insufficient time

Do not handle product/service

Other:

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of $\underline{0}$ % involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The <u>Materials Management Department</u> of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the <u>Materials Management Department</u> of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your proposal. If no goal has been set the attachments will be not be required to be submitted with the RFP.

THESE FORMS MAY BE LOCATED AT http://www.maricopa.gov/materials. M/WSBE PARTICIPATION FORMS.

SPECIFICATIONS ON REQUEST FOR PROPOSALS FOR: **EDUCATIONAL DATA MANAGEMENT SYSTEM, SOFTWARE & SERVICES - MCSOS (NIGP 92007)**

1.0 **INTENT:**

The intent of this request for proposals is to identify and procure the services of the proposer submitting the most advantageous proposal to provide an educational data management system, software and other related services for up to 58 school districts within Maricopa County, at the direction of the Maricopa County Superintendent of Schools (MCSOS). It is the intent of MCSOS to recommend award of the subsequent contract to the sole proposer submitting the most advantageous proposal.

MCSOS, acting as an educational service agency, is seeking a comprehensive educational data management system that provides modules for Student Data Management and Reporting, Curricular Alignment and Web Portal Management. The software, and related services, will be utilized by the School Districts of Maricopa County, at their option, and will be made available to all Arizona school districts. At this time, no *number* of "participating school districts" can be determined. All reports/data shall fully comply with the No Child Left Behind Act ("NCLB"), 20 U.S.C. § 6301 and any applicable State of Arizona requirements A.R.S. § 15-241.

The software provided by the contractor shall be utilized by the participating school districts to allow those school district participants to manage district, school and classroom web sites; track administrative data, including demographics, test scores and attendance data; and align curriculum, track standard mastery, track instructional coverage and establish an instructional planning system for instructors.

A typical school district network infrastructure consists of one Cisco router (2600 or 3600 series) connected to the Internet by a T1 line and pointing to the ISP (Internet Service Provider). Multiple T1's provide a more robust connection to the ISP in larger districts. The router is connected to a Cisco fiber switch at each campus which is connected by 1000fx fiber to the building throughout the campus. Some larger districts utilize T1 or microwave connections between campuses and a router at each. Each individual building on the campus has a switch with a fiber module that receives the fiber from the main building. These switches are also connected to campus file and print servers and each workstation via 100mb Ethernet. Larger installations have 100mb Ethernet connections to a switched network that populates switches for every concentration of 30 or more computers.

2.0 **SCOPE OF WORK:**

All software modules of the proposed software solution must have a general release date prior to the date of the Contractor's proposal. None of the proposed software shall be in alpha or beta versions or be unreleased as of the date of the proposal.

2.1 IMPLEMENTATION

The following activities shall be included in the implementation of the hardware and software:

- 2.1.1 Evaluate network environments at each school district and determine specific requirements for each location
- 2.1.2 Determine needs and program software customization and provide a report to district
- 2.1.3 Install required software at school district locations
- 2.1.4 Provide necessary detailed software training for school districts
- 2.1.5 Provide training on security features and maintenance to school district staff
- 2.1.6 Convert and validate data files for school districts
- 2.1.7 Run tests to insure data integrity
- 2.1.8 Provide a complete database structure for each installation
- 2.1.9 Provide XML Schema documentation

2.2 GENERAL REQUIREMENTS

- 2.2.1 Software shall require no local client installation
- 2.2.2 The software shall be installed and successfully deployed in other school districts at the time of proposal submission.
- 2.2.2 The software shall have been fully deployed and in successful use for at least one year
- 2.2.3 The software shall be modular and able to be purchased in separate component parts

2.3 USER AND PEFORMANCE TECHNICAL REQUIREMENTS

- 2.3.1 System shall be fully scalable, designed to scale to meet District size and needs.
- 2.3.2 System shall be load tested to ensure that user response over 56K modem is less than 10 seconds
- 2.3.3 All applications shall be built around user-tested graphical-user interfaces (GUI) focusing on easy-to-understand point-and-click interfaces
- 2.3.4 All applications and reports shall be fully web accessible
- 2.3.5 The software shall perform all functions without local client or "plug in" installation
- 2.3.6 All reports shall be able to be printed and/or exported
- 2.3.7 Browser Support shall be MS Internet Explorer 5.0 or higher
- 2.3.8 System shall utilize XML format for data
- 2.3.9 Self-hosting option on either SQL or Oracle database engine shall be provided
- 2.3.10 Shall be compliant with .NET Architecture
- 2.3.11 Shall be compliant with School Interoperability Framework (SIF)
- 2.3.12 Proposer/respondent shall provide a detailed description of minimum hardware requirements needed to operate software.

2.4 IMPLEMENTATION, TRAINING AND SUPPORT

- 2.4.1 Dedicated account manager or other similar dedicated support shall be assigned to oversee product rollout, training, and client services
- 2.4.2 A thorough implementation plan shall be developed for the district ensuring technical success and more importantly, user adoption
- 2.4.3 A sample implementation plan and management component shall be designed to move faculty/staff through the process of initial installation to full-scale usage
- 2.4.4 Comprehensive, context sensitive, online help shall be integrated into all modules
- 2.4.5 Contractor shall provide thorough training documents -- separate administrator and teacher guides
- 2.4.6 Contractor shall provide train-the-trainer and end-user training programs
- 2.4.7 Contractor shall provide administrator training programs
- 2.4.8 On-going evaluation of success of program shall be monitored by the Contractor and , modified and adjusted as needed with district input
- 2.4.9 Contractor shall provide consultative services for data and instructional audits

2.5 SECURITY

- 2.5.1 Roles and permissions are customizable by the district to allow for users to have varying access to the data.
 - For example, a principal can view detailed information about students and teachers in his/her school, but can only see aggregated information across the district
 - Teachers have permission to view only the records of students in their classes
- 2.5.2 Log-in is handled through Secure Socket Layer (SSL) with 128 bit encryption
- 2.5.3 Application-level security
 - User roles and entitlements are designed for the whole system
 - Passwords and personal data are encrypted for transmission
- 2.5.4 Anonymous access to public resources shall be permissable
- 2.5.5 Allows user access to be logged in order to enforce accountability

- 2.5.6 Default ASP solution is secure (describe security)
 - Strict firewall rules
 - Hardened routers and switches
 - Database security (encrypted data)

2.6 STUDENT DATA MANAGEMENT AND REPORTING SYSTEM

2.6.1 The Student Data Management and Reporting System will act as a source of information to track and relate, among other items, trends in attendance, test scores, and student demographics. The system must enable users without a statistical background to perform simple and complex data analysis and to produce actionable reports to inform decision making at the district, school, and classroom level.

2.6.2 MINIMUM TECHNICAL REQUIREMENTS

Extracts data from existing district student information systems
Utilizes Arizona Student Accountability Information System data fields
Predefines extraction, transformation, and loading tools and processes.
Includes a data warehouse
Ability to generate custom reports
Customized graphing capabilities
Extendible to an instructional management system
Extendible to content management system
Ability to export data sets from standard reports or custom queries for
further statistical analysis in a commercial off-the-shelf package such as
SPSS or EXCEL
Self-hosting option on either SQL or Oracle data base engine
NET Architecture
SIF (School Interoperability Framework) Compliant
FERPA (Family Educational Rights and Privacy Act) compliant (define

2.7 INSTRUCTIONAL MANAGEMENT SYSTEM

2.7.1 The Instructional Management System shall provide districts with curriculum alignment, standards mastery tracking, instructional coverage tracking, and teacher planning tools.

process to control FERPA protected data)

2.7.2 Minimum Technical Requirements:

2.7.2.1	Extracts data from existing district student information system
2.7.2.2	Utilizes Arizona Student Accountability Information System data fields
2.7.2.3	Predefines extraction, transformation, and loading tools and processes.
2.7.2.4	Shall include a data warehouse
2.7.2.5	Templates shall include customization capabilities
2.7.2.6	Extendible to a student data management and reporting system
2.7.2.7	Extendible to content management system
2.7.2.8	Configurable by single district or county for submission and sharing of
	lesson plans

2.8 CURRICULUM ALIGNMENT

2.8.1 The curriculum Alignment functionality shall function as an administrator tool. District and school administrators input district courses and grade level curriculum, the standards addressed in each course or grade level, and model instructional materials can be provided for each, thereby tying all elements together to support effective teaching practices. MCSOS serviced districts desire a curriculum management and design module that will allow teachers to view and search the curriculum and link to their own teacher workspace.

- 2.8.2 Teachers shall be able to access and utilize the district provided materials, as well as be able to create their own instructional materials (units, lesson plans, and resources) and align them to standards for their personal instructional use. They shall also be able to submit their materials for approval and inclusion in public material repositories to foster a sense of collaboration among district educators.
- 2.8.3 The Curriculum Design module shall provide functionality that allows MCSOS the ability to:
 - 2.8.3.1 Disseminate standards and curriculum
 - 2.8.3.2 Align districts to state standards
 - 2.8.3.3 Design district curriculum, units and lesson plans aligned to standards
 - 2.8.3.4 Share best practices through a shared database of lesson plans and resources, linked to standards
 - 2.8.3.5 Publish exemplary lessons and resources

2.9 INSTRUCTIONAL MANAGEMENT

- 2.9.1 The system shall provide Instructional Management functionality that gives the Districts the ability for teachers to design classroom instruction to help individual students master standards, while giving district administrators administrative control over the templates and permission settings.
- 2.9.2 The Districts require Instructional Management functionality that gives teachers the ability to create lesson plans in a time saving digital lesson planner, complete with analysis tools to help teachers understand the needs of their students, to address the needs of the class, to assess areas of instructional strengths and weakness, to create individualized learning plans and to record feedback on student performance.
- 2.9.3 Minimum Technical Requirements.
 - 2.9.3.1 Analyze standards mastery at class and student level based on state test data amid local benchmark assessments.
 - 2.9.3.2 Integrate the use of student data and standards into the instructional planning process.
 - 2.9.3.3 Customize instruction at the student level utilizing individualized learning plans.

2.10 WEB PORTAL MANAGEMENT TOOL

2.10.1 The Districts are seeking a powerful, secure communication and collaboration tool to manage district, school and classroom web sites.

To fully engage the school community, a content management system should have page-level permissions and an extensive district-wide technology platform for comprehensive information sharing. All of the interfaces shall be easy-to-use and flexible in order to promote creativity and customization, and provide users with the ability to do the following:

- 2.10.1.1 Administer a secure web presence
- 2.10.1.2 Manage user and group permissions
- 2.10.1.3 Create, publish, view and update content
- 2.10.1.4 Post teacher-created web pages for each classroom
- 2.10.1.5 Access communication tools such as Calendars, Threaded discussions, File storage, Forums, Newsletters
- 2.10.1.6 Communicate individual student information to parents over a secure connection

2.10.2 Minimum Technical Requirements:

2.10.2.1	Automatically populates IDs from a data warehouse
2.10.2.2	Automatically creates teacher pages from a data warehouse
2.10.2.3	Extendible to an instructional management system
2.10.2.4	Extendible to a data reporting system
2.10.2.5	Self-hosting option on either SQL or Oracle
2.10.2.6	Compliant with .NET Architecture
2.10.2.7	SIF (School Interoperability Framework) compliant
2.10.2.8	Shall be able to support content syndication from sites that provide content in
	RSS 0 91 or above (Rich Site Summary) format.
2.10.2.9	Shall provide capability of delivering RSS feeds to users

2.11 INSTITUTION HIERACHY

- 2.11.1 As a regional service center, MCSOS Office requires a system to facilitate the servicing of multiple districts. MCSOS Office requires that the content management system provide the ability to organize districts by an institutional hierarchy such that districts can be organized by schools, regions or clusters.
 - Specific Technical requirements are as follows:

2.11.1.1	Users 2.11.1.1.1	Ability to assign users to institutions (e. g., schools), to be managed globally for each site
	2.11.1.1.2	Ability for school and district web administrators to be able to handle local user management issues
2.11.1.2	Groups	
	2.11.1.2.1	System has a default set of system defined groups (at least 4)
	2.11.1.2.2	Ability to create user-defined groups
	2.11.1.2.3	Ability for Groups to have default permissions
	2.11.1.2.4	Page permissions are grouped categorically:
	2.11.1.2.5	Categorical permissions are defined.
2.11.1.3	Roles	
	2.11.1.3.1	Ability to assign users roles that enable them to interact with pages and modules (e. g., delete content, modify page permissions).
	2.11.1.3.2	List those roles that are available for assignment
	2.11.1.3.3	Ability to assign roles to (remove from) a specific user without having to assign to (remove from) an entire group

2.12 DEMONSTRATIONS:

Prospective Contractors may be asked to provide a demonstration of their proposed solution at a mutually agreed upon site. These Contractors will be notified of their respective demonstration time and date once all proposals have been evaluated and the number of finalists has been determined. Contractors are responsible for supplying all hardware and software needed for presentation purposes. Contractors will configure PC's to meet each of the end users' requirements as defined by the County, to allow evaluation of the proposed system.

2.13 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.14 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 TAX:

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in

part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.3 <u>Insurance Requirements</u>.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.3.1 <u>Commercial General Liability.</u> **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed

operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.3.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.3.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.4 Certificates of Insurance.

- 3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 3.3.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE

TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.5 SCHEDULE OF EVENTS

Request for Proposals Issued:

September 17,2004

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to sfisher@mail.maricopa.gov and be received by 5:00 P.M.Arizona time. All questions and answers will be distributed VIA e-mail to pre-proposal meeting attendees and posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **OCTOBER 20, 2004.** All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision:	October 25,2004
Proposed Proposer presentations: (if required)	November 9, 2004
Proposed selection and negotiation:	November 15, 2004
Proposed Best & Final (if required)	November 22, 2004
Proposed award of Proposal:	December 15, 2004

All schedule dates noted above are tentative and may vary as required to meet the schedules of the County.

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

3.6 PRE PROPOSAL CONFERENCE

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON OCTOBER 4, 2004, 9:00 A.M., AT THE MARICOPA COUNTY ADMINISTRATIVE OFFICES, ASPEN/BIRCH CONFERENCE ROOM, 3RD FLOOR, 301 W. JEFFERSON ST., PHOENIX, AZ 85003

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274 (sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to: Caroline Jelinek, MCSOS, 602-506-1975

<u>Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.</u>

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled), PLUS five copies (labeled as copy), PLUS ONE ELECTRONIC COPY ON A CD OR 3.5' DISK of their complete proposal. Proposers are to address proposals identified with return address, serial number and title in the following manner:

Maricopa County Department of Materials Management 320 W. Lincoln St. Phoenix, AZ 85003

SERIAL 04150 – RFP EDUCATIONAL DATA MANAGEMENT SYSTEM, SOFTWARE & SERVICES -MCSOS (NIGP 92007)

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.9 EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of 04150 - RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04150 - RFP." Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 04150 - RFP," shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.10 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.11 FORMAT AND CONTENT:

<u>To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:</u>

- 3.11.1 Letter of Transmittal (Exhibit 1)
- 3.11.2 Table of Contents
- 3.11.3 Short introduction and summary This section shall contain an outline of the general approach utilized in the proposal.
- 3.11.4 Proposal Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.
- 3.11.5 Personal Qualifications Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.
- 3.11.6 Proposal exceptions
- 3.11.7 Pricing (Attachment A)
- 3.11.8 Other data
- 3.11.9 Agreement (Attachment B)
- 3.11.10 References (Attachment C)
- 3.11.11 Vendor Information (Attachment D)
- 3.11.12 M/WSBE Forms (Attachments E, F and G)
- 3.11.13 System Functionality Checklist (Exhibit 2) (Complete and full compliance to this check list is desirable. Checklist will be an integral part of the respondent's RFP response.

3.12 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed RANK order.

- 3.12.1 Proven skills and technical competence.
- 3.12.2 Approach and philosophy.
- 3.12.3 Credentials of management staff.
- 3.12.4 Cost of goods, services and/or materials and allocation of man-hours.

3.13 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

PRICING

SERIAL 04150-RFP PRICING SHEET C703 :	514 (NIGP 92007)	
BIDDER NAME:		
F.I.D./VENDOR #:		
BIDDER ADDRESS:		
P.O. ADDRESS:		
BIDDER PHONE #:		_
BIDDER FAX #:		
COMPANY WEB SITE:		
COMPANY CONTACT (REP):		
E-MAIL ADDRESS (REP):		
REBATE (CASH OR CF (Payment shall be made withi	ENT CARD: YES NO REDIT) FOR UTILIZING PROCUREMENT CARI n 48 hrs utilizing the Purchasing Card)	
OTHER GOVT. AGEN	CIES MAY USE THIS CONTRACT:YES _	NO
TERMS WILL BE CONS FAILURE TOSESIGNA	DDER IS REQUIRED TO DESIGNATE ONE OF SIDERED IN DETERMINING LOW BID. TE A TERM WILL RESULT IN A DEFAULT TO I THE SELECTION BELOW.	
NET 15		
NET 20		
NET 30 NET 45		
NET 60		
NET 90		
2% 10 DAYS NET 30 1% 10 DAYS NET 30		
2% 30 DAYS NET 31		
1% 30 DAYS NET 31		
5% 30 DAYS NET 31		

PRICING

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

PRICING

Please fill in the tables below adding more lines as needed.

Additional notes may be added under each table if further explanation is required.

PART I: LABOR RATES

Enter the labor categories applicable to this project, the staff to be assigned to this project in each labor category, and the corresponding labor rate (including overhead).

			Hourly Labor Rate
Labor Category	Staff Person	Title	Rate
			\$
			\$
			\$
			\$
			\$
			\$

NOTES:

PART II: LABOR HOURS and COST

In the left hand column enter the tasks in your proposal.

The tasks must correspond to your proposal. In the column headings across the top of the table, enter the names or initials of the staff members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task (i.e. trainings, installation). Total the cost members to be assigned to this project. In the rows, enter the number of hours each staff member will be assigned to each task. Total the cost and the number of hours to the right. Add each column and enter the total in the bottom row.

						TOTAL	TOTAL
TASK	Staff 1	Staff 2	Staff 3	Staff 4	Staff 5	HOURS	COST
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
TOTALS							\$

PRICING

PART III: SOFTWARE COSTS

In the tables below enter the proposal price and other information required for each separately priced software package. You may propose more than one pricing option for the software products – per unit and/or enterprisewide licensing. Fill in Table III-1 if you propose a per unit cost basis. Fill in table III-2 if you are proposing enterprisewide licenses for any software products. Include all proposed software packages in each table (so that the total at the bottom right-hand column adds to the total software price for option 1 or 2). You need not offer all packages as enterprisewide licensing to offer option 2.) Indicate the product's cost basis (for example: per student for concurrent users from 1- 200; per server, enterprisewide or other description of unit pricing), the price per cost unit and the total extended cost of the software. Add the last column for a total software cost for each option you offer.

TABLE III-1: OPTION 1 PRICING - PER UNIT COSTS

Product Name	Product Description	Cost Basis	Price differential for quantities	Price Per Unit	Total Software Cost
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL					\$

TABLE III-2: OPTION 2 - ENTERPRISEWIDE LICENSING

Product Name	Product Description	Cost Basis	Price differential for quantities	Price Per Unit	Total Software Cost
		Enterprise		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL					\$

PRICING

PART IV: SOFTWARE WARRANTY COSTS

In the tables below, enter the cost of warranty support for the type of support included in your proposal for each of the first 5 years separately by year. Use Table IV-1 for Option 1 - Per Unit Cost and Table IV-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price of the software, please indicate that below. (Insert additional lines as needed)

TABLE IV-1: OPTION 1 - PER UNIT COST

Warranty Support Package Name	Software Products Covered	Year	Total Warranty Cost
		1	\$
			\$
		2	\$
			\$
		3	\$
			\$
		4	\$
			\$
		5	\$
			\$
TOTA	\L		\$

TABLE IV-2: OPTION 2 - ENTERPRISEWIDE LICENSING

Warranty Support Package Name	Software Products Covered	Year	Total Warranty Cost
		1	\$
			\$
		2	\$
			\$
		3	\$
			\$
		4	\$
			\$
		5	\$
			\$
TOTA	\L		\$

PRICING

PART V: SOFTWARE MAINTENANCE COSTS

In the tables below, enter the cost of maintenance support for the type of support included in your proposal for each of the first 5 years, separately by year. Use Table V-1 for Option 1 - Per Unit Cost and Table V-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. Total the maintenance cost at the bottom of the last column. If the maintenance cost is included in the purchase price of the software or the warranty price, please indicate that below.

TABLE V-1: OPTION 1 - PER UNIT COST

Maintenance Support Package Name	Software Products Covered	Year	Total Maintenance Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL			\$

TABLE V-2: OPTION 2 - ENTERPRISEWIDE LICENSING

Maintenance Support Package Name	Software Products Covered	Year	Total Maintenance Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL			\$

PRICING

PART VI: SUPPORT COSTS

In the table below, enter the cost of support costs for the type of support included in your proposal for each of the first 5 years, separately by year. Use Table VI-1 for Option 1 - Per Unit Cost and Table VI-2: Option 2 - Enterprisewide Licensing. Be sure to list all software products included in your proposal. The cost basis is the manner of figuring the support cost, such as an hourly rate for telephone support or an on-site rate. The Cost Per Unit is the hourly or other rate for the type of "units" listed in the cost basis column. If the support cost is included in the purchase price of the software, the warranty price or the maintenance price, please indicate that below.

TABLE VI-1: OPTION 1 - PER UNIT COST

Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

TABLE VI-1: OPTION 2 - ENTERPRISEWIDE LICENSING

Support Package Name	Software Products Covered	Year	Cost Basis	COST PER UNIT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTA	L			\$

PRICING

PART VII: HARDWARE COSTS

In this section please provide hardware and/or hosting costs should a school districts current system not meet your minimum hardware requirements to run the software.

Item Name/Description	Manufacturer	Quantity	Price Per Unit	Total Price
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

NOTES:

PART VIII: HARDWARE WARRANTY COSTS

In the table below, enter the cost of hardware warranty support for the type of support included in your proposal for each of the first 5 years, separately by year. Be sure to list all products included in your proposal by year. Total the warranty cost at the bottom of the last column. If warranty is included in the purchase price for a certain period, please indicate the length of the covered period (90 days, 12 months, etc.) under the "Year" column.

Warranty Support Package Name	Software Products Covered	Year	Total Warranty Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTA	\L		\$

PRICING

PART IX: TOTAL COSTS

Please enter the total costs from the appropriate tables above into the tables below. Use Table IX-1 for Option 1 that includes per unit software pricing. Use Table IX-2 for Option 2 –Enterprisewide Licensing (if offered).

TABLE IX-1:OPTION 1 - PER UNIT SOFTWARE PRICE

COST ITEM	PRICE
Labor Cost (Total)	\$
Software Cost (Total)	\$
Software Warranty	
(Year 1)	\$
Software Maintenance	\$
Software Support (Year	\$
Hardware (total)	\$
Hardware Warranty	
(Year 1)	\$
TOTAL	\$

TABLE IX-2:OPTION 2 - ENTERPRISEWIDE LICENSING

COST ITEM	PRICE
Labor Cost (Total)	\$
Software Cost (Total)	\$
Software Warranty	
(Year 1)	\$
Software Maintenance	
(Year 1)	\$
Software Support (Year	
1)	\$
Hardware (Total)	\$
Hardware Warranty	
(Year 1)	\$
TOTAL	\$

TABLE X - MISCELLANEOUS COSTS, TRAVEL, ETC.

COST ITEM	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

AGREEMENT

The Proposers hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINES Disadvantaged Business Enterprise (DBE) Women-Owned Business Enterprise (WBE)		
Minority Business Enterprise (MBE) Small Business Enterprise (SBE)		
ETDM GUDN WEEDNIG PROPOGAN		_
FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE	_
ADDRESS	TELEPHONE FAX #	_
CITY STATE ZIP	DATE	_
WEB SITE:	EMAIL ADDRESS:	_
MARICOPA COUNTY, ARIZONA		
BY: DIRECTOR, MATERIALS MANAGEMENT	DATE	_
BY:CHAIRMAN, BOARD OF SUPERVISORS	DATE	_
ATTESTED:		
CLERK OF THE BOARD	DATE	_
APPROVED AS TO FORM:		
MARICOPA COUNTY ATTORNEY	DATE	_

CONTRACTOR REFERENCES

FIF	RM SUBMITTING PROPO	OSAL:	
1.	COMPANY NAME: ADDRESS: CONTACT PERSON: TELEPHONE:	E-MAIL ADDRESS:	
2.	COMPANY NAME: ADDRESS:		
	CONTACT PERSON: TELEPHONE:	E-MAIL ADDRESS:	
3.	COMPANY NAME: ADDRESS: CONTACT PERSON: TELEPHONE:	E-MAIL ADDRESS:	
4.	COMPANY NAME: ADDRESS:		
	CONTACT PERSON: TELEPHONE:	E-MAIL ADDRESS:	
5.	COMPANY NAME: ADDRESS: CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME O	F ORGANIZATION/INDIVIDU	JAL:					
DOING BUSINES	S AS (IF APPLICABLE):						
FEDERAL TAX I	D NUMBER:	MAF	MARICOPA COUNTY VENDOR NUMBER:				
OWNERSHIP STATUS:	INDIVIDUAL/ SOLE PROPRIETOR:	CORPORATION:	PARTNERSHIP:	OTHER:			
CORPORATE A	DDRESS:		CITY:	STATE:	ZIP:		
TELEPHONE:		FAX:	EMAIL:				
WEB SITE ADDR	RESS:						
NAME OF CONT	ACT PERSON:						
ADDIT			ACCTS RECEIVABLE _CITY:				
TELEPHONE:			EMAIL:				
	ACT PERSON:						
	TIONAL ADDRESS FOR:	P.O.	ACCTS RECEIVABLE				
TELEPHONE:			EMAIL:				
NAME OF CONT	ACT PERSON:						
ADDIT			ACCTS RECEIVABLE				
			CITY:				
			EMAIL:				
NOTE: NO PREF MATERIALS MA CONTRACTUAL	ERENCE IN AWARDING CO NAGEMENT, HOWEVER, YO REQUIREMENTS. CONTACT	NTRACTS IS GIVEN TO COI OU MUST REGISTER AS A (I MATERIALS MANAGEMEN	NTRACTORS REGISTERED WIT CONTRACTOR IF AWARDED A IT AT (602) 506-8707 FOR A REG	TH MARICOPA CON CONTRACT IN CONTRACTIN CONTRACTION PACK	RDER TO FULFILL THE ET.		
2. TO THE BI THIS DATE 3. MY ORGA DISCRIMIN ARTICLE 4 4. MY ORGAN REGULATI	AUTHORIZED TO CERTIF EST OF MY KNOWLEDGE, ' ANIZATION SHALL COM NATION REQUIREMENTS A AND EXECUTIVE ORDER INIZATION SHALL COMPLY	THE ELEMENTS OF THE IN PLY WITH ALL STATE AND CONDITIONS OF EM NUMBER 75-5 DATED APRILY WITH ALL TERMS AND O LICIES AND PROCEDURE	NFORMATION PROVIDED HE STATUTES AND FEDERAL PLOYMENT IN ACCORDANG L 28, 1975. CONDITIONS OF SOLICITATIONS S SET FORTH IN THE MARI	L EQUAL OPPOCE WITH A.R.S. TO	ORTUNITY AND NON- FITLE 41, CHAPTER 9, ACTUAL DOCUMENTS,		
PRINTED OR TY	YPED NAME		TITLE				
SIGNATURE			DATE				

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

ge 2.						
on page						
r type	Check appropriate box: Sole proprietor Corporation Partnership Other		Exempt from backup withholding			
Print or type Specific Instructions	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)			
pecific	City, state, and ZIP code					
See S						
Pa	art I Taxpayer Identification Number (TIN)					
page see Note	wever, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructing 3. For other entities, it is your employer identification number (EIN). If you do not have a new to get a TIN on page 3. Ite: If the account is in more than one name, see the chart on page 4 for guidelines on whose enter.	umber,	Or identification number			
	art II Certification	†				
	der penalties of perjury, I certify that:					
	I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and					
2. I	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and					
3. I	. I am a U.S. person (including a U.S. resident alien).					
withl For i arrar	rtification instructions. You must cross out item 2 above if you have been notified by the IR hholding because you have failed to report all interest and dividends on your tax return. For remortgage interest paid, acquisition or abandonment of secured property, cancellation of debangement (IRA), and generally, payments other than interest and dividends, you are not requirely your correct TIN. (See the instructions on page 4.)	eal estate transaction ot, contributions to an	s, item 2 does not apply. individual retirement			

Purpose of Form

Signature of

U.S. person ▶

Sign

Here

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- **3.** Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Date ▶

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- **3.** The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- **4.** The type and amount of income that qualifies for the exemption from tax.
- **5.** Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Form W-9 (Rev. 1-2003) Page **2**

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- ${\bf 3.}$ The IRS tells the requester that you furnished an incorrect TIN, or
- **4.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- **5.** You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
- **2.** The United States or any of its agencies or instrumentalities;
- **3.** A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
- **4.** A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
- **5.** An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation;
- 7. A foreign central bank of issue;
- **8.** A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

Form W-9 (Rev. 1-2003) Page **3**

- **9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
 - A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
 - 13. A financial institution;
- **14.** A middleman known in the investment community as a nominee or custodian; or
- **15.** A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the accoun or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor	The minor ²
(Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

EXHIBIT 1

LETTER OF TRANSMITTAL

(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management 320 West Lincoln,
Phoenix, Arizona 85003

Re:	RFP 04150-RFP	
To Wh	om It May Concern:	
Reque	st for Proposal dated	(herein referred to as the "Offeror"), hereby submits its response to your, and agrees to supply and furnish to you, all in accordance with the Scope of ailed in said Request for Proposal.
accepta		nd recognizes that, if this proposal is accepted by the Maricopa County, such t, and that Offeror shall thereupon be contractually obligated to carry out its vices described
Kindly	advise this in writing on o	or before if you should desire to accept this proposal.
Very ti	ruly yours,	

Exhibit 2 System Functionality Checklist -MANDATORY

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
			GENERAL
1.			A browser based system that is available 24/7 from any Internet-accessible computer
2.			A full featured, context sensitive on-line help system
			DATA MANAGEMENT FUNCTIONS
			Assessment Reporting
3.			Ability to load and format a variety of national, state, and local tests per district needs
4.			Ability to report on Custom District Exams
5.			Ability to perform analysis at the district, cluster, school, grade, course, teacher, and student level
6.			Ability to view class level information, including number of students and performance results, presented in both graphical and tabular format
7.			Ability to present reports in graphical formats supporting multiple graphs per page
8.			Ability to produce cross-tabular output
9.			Ability to disaggregate analysis into student demographic parameters: ethnicity, gender, lunch status, special education participation, program status (e.g., ESL), age, attendance record, retention, among others
10.			Ability for districts to customize test reporting formats for district-specific analysis
11.			Ability to perform multi-year analysis for each test, for all the years of data loaded into the system
12.			At least the following pre-formatted reports come standard and loaded into the system:
			District Demographic and Assessment Information
			a. Enrollment trends
			b. By gender
			c. By ethnicity
			d. By grade level
			e. District and school results
			f. Student mastery by content area over time
			g. Student mastery by content area each year
			District and school demographic and/or assessment snapshots
			a. Gender breakdown by grade level
			b. Ethnic breakdown by grade level
			c. Age breakdown by grade
			Report Presentation
13.			Pre-formatted reports for simple queries and presentation of data
14.			Ability to generate custom reports
15.			Ability to generate reports with ad-hoc query tool
16.			Ability to define student set parameters
17.			Ability to define report parameters
18.			Ability to perform analysis on class level data and produce class level reports
19.			Ability to analyze changing factors over time to determine key district trends
20.			Output in tabular and graphical format
21.			Ability to report multiple graphs in a single report
22.			Ability to drill down into student lists and profiles that comprise table outputs

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
23.			Ability to disaggregate data into lunch status, special education, program, gender, ethnicity, among other parameters
24.			Analyze student data in spreadsheet online or export into MS Excel for further analysis
25.			Ability to sort on the relevant fields
26.			Reports formats include: counts, totals (row and columns), sums, and percentages
			INSTRUCTIONAL MANAGEMENT FUNCTIONS
			Curricular Alignment
27.			System has administrative functions available to only those users with appropriate permissions
28.			Administrative functions include ability to:
			Create subjects (i.e Math, ELA) for Instructional Material (units, lesson plans, resources and assessment) classification
			Create levels for Instructional Material classification (i.e. Algebra 1, French II)
			Specify source for standards (ie. district, state, etc)
			 Specify different Standard Type labels (i.e. skill, sub-skill, benchmark) for each standard source
			 Ability to map standards from one source (i.e. district) to those standards of another source (i.e. state standards to tests)
			Ability to input the sections and subsections of state or local assessments and map them to standards sets.
			Customize lesson plan templates for district-wide use
			 Create unlimited Lesson Plan attribute categories (i.e. Instructional Mode with selections; whole class, small groups, and individualized)
			Customize Individualized Learning Plan template for district-wide use
			 Create unlimited individualized Learning Plan attribute categories (i.e. Study Concerns with 3 selections: organization, note-taking and assignment completion)
			Create unlimited Resource types (i.e. Video, Audio, etc)
			Create unlimited Assessment types (i.e. multiple choice, true/false)
29.			Ability to enter multiple curriculum guides
30.			Ability to search for instructional materials (units, lesson plans, and resources) by:
			• Level (i.e Algebra I)
			Institution at which the material is published (school, district, region)
			Subject (i.e. Math)
			• Grade Range (i.e 2 to 4)
			Keyword
			Material Type
			Lesson Attributes
			Resource Type
			Assessment Type
31.			Ability to link instructional materials to one another (i.e., create a unit and link multiple plans and resources to it)
32.			Ability to align instructional materials to multiple standards, from multiple subjects and grade levels, it desired.

tem No.	Yes N	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
		Instructional Management
		Lesson Planning
33.		Ability for teachers to create lesson plans with the following detail in a template format
		Align lessons to multiple standards and multiple subjects
		Identify the time required to complete the lesson
		Ability to select unlimited lesson plan attributes
		Identify differing lesson plan procedures for various student groups (i.e. ESL,Gifted)
		Identify the objectives to be covered in the lesson
		Document the procedures for the lesson in detail
		Document teacher reflection or comments about the lesson
		• Attach supplemental files (e.g., hand-outs, assignment, assessments, supplemental information) to the lesson plan
		Document any assignments that are for the lesson
		 Provide for the documentation of administrators' comments
		Document supplies required for the lesson
34.		Ability to search for standards by:
		• Source
		• Level (i.e. Algebra 1)
		Subject (i.e. Math)
		• Grade Range (i.e 2 to 4)
		Keyword
		ID Number
		Standard type (i.e., skill sub-skill, benchmark)
35.		Ability to search for standards and link to instructional materials aligned to the returned standards
36.		Ability to search for standards from one source (i.e. district standards) and link to those standards from a different source (i.e state standards) which have been mapped to the first source.
37.		Ability for teachers to schedule either a lesson plan or units into their individual lesson planning calendar
38.		Ability to link to the units or lesson plans themselves from the lesson planning calendar.
39.		Provide teachers with a lesson planning calendar for each course they teach, as well as for each section of each course. (i.e., one calendar for Alg. I, a second calendar for Alg. I- 3rd period, a third calendar for Alg. 7th period)
40.		Ability for administrators with appropriate permissions to view the lesson planning calendars of those teachers in their building or district.
41.		Provide teachers various views of their Lesson Planner
·		• Daily
		Weekly
		Monthly
		List view
42.		Ability for teachers to print their Lesson Planner in various views
42.		Daily
		•
		Weekly March
		• Monthly

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
			List View
43.			Ability to schedule recurring lessons or classroom activities on the lesson planning calendar
44.			Ability for teachers to create instructional materials (units, lesson plans, resources and assessments) from the Lesson Planner
			Lesson Repository
45.			Ability for teachers to submit their "Best Practice" instructional materials for approval and possible inclusion in a school-wide repository of instructional materials.
46.			Ability for school administrators to submit their teachers' "Best Practice" instructional materials to a district-wide repository of instructional materials.
47.			Ability for district administrators to submit their "Best Practice" instructional materials to a region-wide repository of instructional materials.
48.			Ability for administrators to email commentary on submitted instructional materials to the creator of the materials from within the application.
49.			Ability for teachers to view the status; submitted, pending, or approved, of the "Best Practice" lesson plans that have been submitted for district approval.
50.			Provide a permission structure whereby only certain users are granted review and approval permissions for those instructional materials submitted for approval.
51.			Provide an aggregate of district-approved units (collections of lesson plans) tied directly to the curricula available to all users in the system.
52.			
53.			Ability to print all instructional materials
			Lesson Resources
54.			Ability for teachers to create resources with the following detail in a template format
			Align lessons to multiple standards and multiple subjects On the standards and multiple subjects
			Classify the resource by subject and grade or level Ability to decorporat the Passaurce Type (audio video etc.)
			 Ability to document the Resource Type (audio, video, etc.) Ability to document a description of the resource
			Ability to attach a web address to the resource
			Ability to attach a web address to the resource Ability to attach files to the resource
55.			Ability to search for a resource based on the following criteria:
33.			Institution at which the material is published (school, district, region)
			Level (i.e. Algebra I)
			Subject (i.e. Math)
			Grade Range (i.e. 2 to 4)
			Keyword
			Resource type
			Schedule of Courses
56.	_		Upon teacher log-in, provide teachers with a view of their course sections with the following detail:
			All of their assigned course sections
			Class/student lists
			Grade
			Subject
			Lesson Plans scheduled for the day by class
57.			Ability for teachers to select the following views for each of their course sections or for their courses as a whole:
			Class mastery of standards according to assessment results

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
			Standards coverage to date
			 Class roster with links to each student's individual record of demographic, information program enrollment, school and class enrollment, marks, and assessment results
			Class roster with ability to select particular data points (demographic, information program enrollment, school and class enrollment, marks, and assessment results) for downloading to MS Excel
58.			For each course section or course as a whole, the teacher may view assessment results (i.e. proficient, below basic, advanced) on the sections and subsections of the assessment
59.			For each course section or course as a whole, the teacher may view assessment results (i.e. proficient, below basic, advanced) in terms of the standards addressed by the assessment
60.			For each performance level, a link is provided to the list of the student names that fall in each performance level
61.			Provide the ability to link courses taught in the district to standards covered in each course
62.			Track standards coverage and provide a view of the number of times each course standard has been taught, and the number of times a lesson is scheduled to be taught in the future for each standard.
63.			Ability to drill down to the skill and sub-skill level for each of the standards listed
64.			Ability to sabadula a lasson or unit for the gourse or course section from the teachers' sabadula sarean
65.			Ability to schedule a lesson or unit for the course or course section from the teachers' schedule screen Ability to view a curriculum guide for the course from the teachers' schedule screen
66.			Upon selecting a group of students for a given performance level, provide the ability to select a student and provide the following information on that student.
			Demographic information
			a. Name
			b. Address
			c. Home Phone Number
			d. Date of Birth
			e. Gender
			f. Ethnicity
			g. Special Programs as defined by the district, i.e. Lunch Status, Special Education Status, Gifted and Talented Status
			Enrollment and Attendance History
			a. School Year
			b. School/Building
			c. Grade
			d. Days Enrolled
			e. Days Absent
			f. Days Tardy
			Academic History
			a. School Year
			b. Course
			c. Teacher d. Grade/Mark
			Grade/Mark Test History
			a. School Year
			b. Test Name

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
			c. Section/Subtest
			d. Score
			e. Performance Level
67.			Ability to print the student profile (with FERPA advisory?)
68.			System provides legal advisory of the protection of student data based on FERPA (Family Educational Rights and Privacy Act)
			Individualized Learning Plans
			(ILP) contains the following fields:
			Student's Strengths (free text)
			Student's Concerns (free text)
			• Individualized Learning Plan attribute category selections (i.e. Category = Study Concerns with selections: organization, note-taking, etc.
			Individualized Learning Plan Arizona State Performance Objectives Selections (i.e. Category = based on Arizona Articulated Standards)
			Additional Comments (Free text) -
			 Provide the ability to print or export student learning plan data to Microsoft Excel, COGNOS, SPSS or BRIO, controllable at administrator level
69.			Ability to fully integrate with assessment and benchmarks testing tool, and content providers.
			WEB PORTAL
70.			Dynamic Web Site Maintenance with district control over numerous web projects
71.			Content Management System: a flexible, extendible, and secure publishing vehicle
72.			District and School Calendars: allows coordination of all group calendars
73.			Discussion Forums: discussions on district topics
74.			Shared File Rooms: share documents from school, home, and community
75.			Student Portfolios: ability to store and display student projects
76.			Teacher Homepages: ability to create class descriptions and homepages
77.			Organization and Activity Homepages clubs and groups can post information
78.			Newsletters: ability to publish newsletters using built-in work flow features
79.			Homework Postings: students can check and submit homework from home
80.			Lunch Menus: ability to view the lunch menu for the month
81.			Bus Routes: ability to check bus routes
82.			Board Minutes: log board activities, policies, and minutes online
83.			Control notifications and access
84.			Create groups and users
85.			Define groups and user level permissions
86.			Define page level permissions
87.			Control page layout
88.			Define page properties (e g, description, expiration date, child pages)
89.			Monitor usage statistics
90.			Provide web portal - District web portal, School based web portals
91.			Create single login for secure web services populating ID's from data warehouse
92.			Provide collaboration tools: Group calendars, Group web sites, Teacher-based file rooms, Forums, and Threaded discussion boards
93.			District-wide or school-wide web portal
94.			Editable teacher pages are automatically created based on data warehouse
95.			WYSIWYG editing tools
96.			Ability to allow parents to log in and view individual student performance reports.
97.			On screen edit mode based on permissions

Item No.	Yes	No	Please indicate in check boxes "yes" or "no" regarding the system's ability to perform the following:
98.			Extensible through XML APIs
99.			Ability to create, publish, view and update web content with no HTML knowledge or FTP requirement
100.			Support for content syndication from sites that provide content in RSS 0.91 or above (Rich Site Summary format)
			INSTITUTION HIERARCHY
101.			Ability to coordinate multiple district installations with one management system
102.			Ability to assign global roles and user permissions
103.			Ability to support district users through shared permissions
104.			Global dissemination of county resources to district users